

# HOUSE . . . . . No. 1479

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By Mr. Binienda of Worcester, petition of John J. Binienda and others for legislation relative to casino control and Indian gaming activities. Economic Development and Emerging Technologies.

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## The Commonwealth of Massachusetts

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### PETITION OF:

John J. Binienda	Kathi-Anne Reinstein
Emile J. Goguen	Mark J. Carron
John P. Fresolo	Anne M. Gobi

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In the Year Two Thousand and Five.

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AN ACT ESTABLISHING THE MASSACHUSETTS OMNIBUS CASINO CONTROL AND INDIAN GAMING ACT OF 2005.

*Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:*

- 1 The General Laws are hereby amended by inserting after
- 2 chapter 128C the following chapter:—
- 3 Chapter 128D. The Massachusetts Omnibus Casino Control
- 4 and Indian Gaming Act of 2005.
- 5 SECTION 1. Definitions.
- 6 (a) “Act” means the Massachusetts Omnibus Casino Control
- 7 and Indian Gaming Act of 2002.
- 8 (b) “Applicant” means an individual or entity that applies for a
- 9 Gaming License.
- 10 (c) “Attorney General” means the Massachusetts Attorney
- 11 General.
- 12 (d) “Commonwealth” means the Commonwealth of Massachu-
- 13 setts.
- 14 (e) “Gaming” or “Class III Gaming” means the forms of
- 15 class III gaming defined as such in 25 U.S.C. Sec. 2703(8) and by
- 16 regulations of the National Indian Gaming Commission.
- 17 (f) “Gaming Activities” or “Gaming Activity” means Class III
- 18 Gaming and/or the operation of Gaming Devices.

19 (g) “Gaming Compact” means a compact between the Com-  
20 monwealth and an Indian Tribe located in the Commonwealth that  
21 authorizes the Indian Tribe to establish a Gaming Facility on their  
22 Indian Lands pursuant to the provisions of IGRA.

23 (h) “Gaming Device” means any electronic, electromechanical,  
24 electrical, or video device that, for consideration, permits: indi-  
25 vidual play with or against that device or the participation in any  
26 electronic, electromechanical, electrical, or video system to which  
27 that device is connected; the playing of games thereon or there-  
28 with, including, but not limited to, the playing of facsimiles of  
29 games of chance or skill; the possible delivery of, or entitlement  
30 by the player to, a prize or something of value as a result of the  
31 application of an element of chance; and a method for viewing the  
32 outcome, prize won, and other information regarding the playing  
33 of games thereon or therewith.

34 (i) “Gaming Employee” means any person who (a) operates,  
35 maintains, repairs, assists in any Gaming Activity, or is in any  
36 way responsible for supervising Gaming Activities or persons  
37 who conduct, operate, account for, or supervise any Gaming  
38 Activity, (b) is in a category under federal law requiring licensing,  
39 or (c) is a person whose employment duties require or authorize  
40 access to areas of the Gaming Facility that are not open to the  
41 public.

42 (j) “Gaming Facilities” or “Gaming Facility” means any  
43 building or room in which Gaming Activities or Gaming Opera-  
44 tions occur, or in which the business records, receipts, or other  
45 funds of the Gaming Operation are maintained (but excluding off-  
46 site facilities primarily dedicated to storage of those records, and  
47 financial institutions), and all rooms, buildings, and areas,  
48 including parking lots, walkways, and means of ingress and egress  
49 associated therewith.

50 (k) “Gaming License” means any license issued by the Com-  
51 mission under this chapter that authorizes the person or entity  
52 named therein to engage or participate in Gaming Activities.

53 (l) “Gaming Licensee” means an individual or entity that has  
54 obtained a Gaming License from the Commission pursuant to the  
55 provisions of this Act.

56 (m) “Gaming Operations” or “Gaming Operation” means the  
57 business enterprise that offers and operates Gaming Activities.

58 (n) “Gaming Resources” means any goods or services used in  
59 connection with Gaming Activities, including, but not limited to,  
60 equipment, furniture, gambling devices and ancillary equipment,  
61 implements of Gaming Activities such as playing cards and dice,  
62 furniture designed primarily for Gaming Activities, maintenance  
63 or security equipment and services, and gaming consulting serv-  
64 ices. “Gaming Resources” does not include professional  
65 accounting and legal services.

66 (o) “Gaming Resource Supplier” means any manufacturer, dis-  
67 tributor, supplier, vendor, lessor, or other purveyor of Gaming  
68 Resources to the Gaming Operation or Gaming Facility.

69 (p) “Governor” means the Governor of the Commonwealth.

70 (q) “House” means the Massachusetts House of Representa-  
71 tives.

72 (r) “IGRA” means the Indian Gaming Regulatory Act of 1988,  
73 25 U.S.C. Sec. 2701 et seq., any amendments and successors  
74 thereto, and all regulations promulgated thereunder.

75 (s) “Indian Lands” means land located within the boundaries of  
76 the Commonwealth that is held in trust for an Indian Tribe by the  
77 Secretary of the Interior pursuant to 25 U.S.C § 2719(b)(1)(A).

78 (t) “Indian Tribe” means a Native American Tribe recognized  
79 by the Secretary of the Interior pursuant to the provisions of 25  
80 C.F.R. § 83 et seq.

81 (u) “Legislature” means the legislature of the Commonwealth.

82 (v) “Management Contractor” means any person with whom  
83 the Tribe has contracted for the management of any Gaming  
84 Activity or Gaming Facility.

85 (w) “Massachusetts Gaming Commission” or the “Commis-  
86 sion” means the regulatory authority that will oversee Gaming  
87 Activities, Gaming Facilities, and Gaming Operations in the Com-  
88 monwealth and that will (1) issue Gaming Licenses to any Race-  
89 track Operator who obtains the approval of the community in  
90 which the Racetrack is located to introduce Gaming Devices at the  
91 Racetrack and satisfies the Commission's application procedure,  
92 (2) issue Gaming Licenses to any Gaming Facility that obtains the  
93 approval of the community in which the Gaming Facility will be  
94 established and satisfies the Commission's application procedure  
95 and (3) regulate any Indian Tribe that enters a Gaming Compact  
96 with the Commonwealth in accordance with the provisions of the  
97 Gaming Compact codified in Section 6(d) of this Act.

98 (x) “Massachusetts State Lottery” means the lottery operated  
99 pursuant to chapter 10 of the General Laws.

100 (y) “President of the Senate” means the President of the  
101 Massachusetts State Senate.

102 (z) “Race track” means a race track as defined in M.G.L. c.  
103 128A, § 1.

104 (aa) “Secretary of the Interior” means the Secretary of the  
105 United States Department of the Interior.

106 (bb) “Senate” means the Massachusetts State Senate.

107 (cc) “Speaker of the House” means the Speaker of the Massa-  
108 chusetts House of Representatives.

109 SECTION 2. Massachusetts Gaming Commission. Composi-  
110 tion, powers, and duties.

111 (a) There shall be established a Massachusetts Gaming Com-  
112 mission, consisting of the Governor or his or her designee, two  
113 members of the Senate appointed by the President of the Senate,  
114 one of whom must be the chairman of the senate committee on  
115 government affairs, and two members of the House appointed by  
116 the Speaker of the House, one of whom must be the chair of the  
117 house committee on government affairs. The Attorney General  
118 shall serve as legal counsel to the Commission.

119 (b) Each member shall be a citizen of the United States and a  
120 resident of the Commonwealth. No person holding any elective  
121 office in state, county, or local government; nor any officer or  
122 official of any political party, nor any person who was formerly a  
123 Gaming Licensee or an unlicensed employee of a Gaming  
124 Licensee within the two years prior to any appointment shall be  
125 eligible for appointment to the Commission. The Commission  
126 shall be composed of the most qualified persons available; but no  
127 person actively engaged or having a direct pecuniary interest in  
128 Gaming Activities shall be a member of the Commission. Not  
129 more than three members of the Commission shall be of the same  
130 major political affiliation. The Governor shall designate one  
131 member to serve as chairman of the Commission.

132 (c) The term of office for each member of the Commission  
133 shall be five years except that, of the members initially appointed,  
134 one shall be appointed by the Speaker of the House for a term of  
135 two years, one shall be appointed by the President of the Senate  
136 for a term of three years, one shall be appointed by the Speaker of

137 the House for a term of four years, and one shall be appointed by  
138 the President of the Senate for a term of five years. After the ini-  
139 tial term, the term of office for each member of the Commission is  
140 five years, provided that no member may serve more than two  
141 consecutive five year terms. Any vacancies shall be filled by the  
142 original appointing authority within sixty days of the occurrence  
143 of such vacancy. Any appointee shall continue in office beyond  
144 the expiration date of his or her term until the appointment of a  
145 successor but in no event longer than six months. Any Commis-  
146 sioner may be removed by the Governor for just cause, and shall  
147 be removed immediately upon conviction of any felony. Any  
148 person so suspended and later acquitted of any such felony shall  
149 be reinstated to the Commission upon such acquittal, with full  
150 back pay.

151 (d) The Commission members shall devote their time to the  
152 business of the Commission as may be necessary to the discharge  
153 of their duties. The members of the Commission shall be com-  
154 pensated for work performed for the Commission at Fifty Thou-  
155 sand Dollars (\$50,000.00) per annum, with the Chairman  
156 receiving Twenty Thousand Dollars (\$20,000.00) per annum in  
157 addition to his or her compensation. Commission members shall  
158 be reimbursed for traveling and other expenses necessarily  
159 incurred in the performance of official duties. Before entering  
160 upon the duties of his or her office, each member shall swear that  
161 he or she is not pecuniarily interested in any business or organiza-  
162 tion holding a Gaming License under this act, or doing business  
163 with any Gaming Resource Supplier, as defined by this Act and  
164 shall submit to the Governor, attorney general, and state auditor, a  
165 statement of financial interest required by chapter two hundred  
166 sixty-eight B of the general laws listing all assets and liabilities,  
167 property, and business interests, and sources of income of said  
168 Commissioner and his spouse. Such statement shall be under oath  
169 and shall be filed at the time of employment and annually there-  
170 after. No Commission member shall have any interest, direct, or  
171 indirect, in any applicant or in any person licensed by or regis-  
172 tered with the Commission during his term of office. Regular or  
173 special meetings of the Commission may be held at the discretion  
174 of the Commission, at such times and places as it may deem con-  
175 venient, but at least one regular meeting must be held each month  
176 on or after the fifteenth day of the month.

177 (e) The Commission shall make an annual report of its activi-  
178 ties to the General Court by March thirty-one, for the prior cal-  
179 endar year.

180 (f) The Commission shall establish and maintain its general  
181 place of business in Boston, Massachusetts. The Commission  
182 may hold meetings at any place within the state when the interests  
183 of the public may be better served. Except as otherwise provided  
184 for herein, meetings of the Commission shall be subject to the  
185 provisions of section eleven A and eleven A and one-half of  
186 chapter thirty of the general laws. A majority of the membership  
187 of the Commission is a quorum of the Commission. A public  
188 record of every vote shall be maintained at the Commission's  
189 general office. The Commission may maintain any other files and  
190 records as it deems appropriate.

191 (g) The Commission shall have general responsibility for the  
192 implementation of this Act, as hereinafter provided, including, the  
193 right to hear and decide promptly and in reasonable order all  
194 Gaming License Applications and causes affecting the granting,  
195 suspension, revocation, or renewal thereof; to conduct all hearings  
196 pertaining to civil violations of this Act or regulations promul-  
197 gated hereunder; to promulgate and implement, pursuant to sec-  
198 tions two and three of chapter thirty A of the general laws, rules  
199 and regulations for the implementation of this Act, including the  
200 method and form of Gaming License Applications which any  
201 Applicant for a Gaming License, including Gaming Resource Sup-  
202 pliers and Management Contractors, must follow and complete  
203 before consideration of its Application by the Commission, the  
204 information to be furnished by any Applicant or Gaming Licensee  
205 concerning its antecedents, habits, character, associates, criminal  
206 history or record, business activities and financial affairs, past or  
207 present; the information to be furnished by a Gaming Licensee or  
208 Gaming Employee; the fingerprinting of an Applicant or Gaming  
209 Licensee or Gaming Employee or other methods of identification;  
210 the manner and procedure of all hearings conducted by the Com-  
211 mission or any hearing examiner of the Commission, including  
212 special rules of evidence applicable thereto and notices thereof;  
213 the issuance and revocation of work permits for Gaming  
214 Employees; the manner in which winnings, compensation from  
215 Gaming Activities, and gross revenue must be computed and

216 reported by the Gaming Licensee; the minimum procedures for  
217 adoption by each Gaming Licensee to exercise effective control  
218 over its internal fiscal affairs; the payment by any Applicant of all  
219 or any part of the fees and cost of investigation of such Applicant  
220 as may be determined by the Commission; governing the manu-  
221 facture, sale, and distribution of Gaming Devices and equipment;  
222 Gaming Licensee bonding requirements; monitoring of Gaming  
223 Licensee requirements; investigations both civil and criminal; the  
224 method and operation of Gaming Operations including the type  
225 and manner of gaming, record keeping, accounting, audit require-  
226 ments, and safeguarding of assets; the testing and inspection of  
227 gaming equipment; the licensing of corporations, limited partner-  
228 ships, holding companies, and intermediary companies; the limita-  
229 tions of security controls and agreements; the sale of securities of  
230 affiliated companies; emergency proceeding; setting forth those  
231 persons to be excluded or ejected from Gaming Facilities  
232 including the type of conduct prohibited thereat; to collect all  
233 license and registration fees, taxes, and penalties imposed by this  
234 Act and the regulations issued pursuant hereto; to be present  
235 through its inspectors and agents at all times during the operation  
236 of any Gaming Facility for the purpose of certifying the revenue  
237 thereof and receiving complaints from the public; and to review  
238 and rule upon any complaint by a Gaming Facility Licensee  
239 regarding any investigative procedures of the Commission which  
240 are unnecessarily disruptive of Gaming Operations; and a code of  
241 conduct for employees of the Commission. The need to inspect  
242 and or investigate a Gaming Facility shall be presumed at all  
243 times. The Commission shall adopt an official seal and alter same  
244 at pleasure.

245 (h) The Commission shall conduct hearings in accordance with  
246 the provisions of chapter thirty A. The Commission may, by a  
247 majority vote, issue subpoenas for the attendance of witnesses or  
248 the production of any records, books, memoranda, documents, or  
249 other papers, or things, at or prior to any hearing as is necessary to  
250 enable the Commission to discharge its duties effectually, and may  
251 administer oaths or affirmations as necessary in connection there-  
252 with. The Commission may petition a superior court for an order  
253 requiring compliance with a subpoena. The Commission shall  
254 have the authority to propound written interrogatories and may

255 appoint hearing examiners, to whom may be delegated the power  
256 and authority to administer oaths, issue subpoenas, propound  
257 written interrogatories, require testimony under oath, report same,  
258 and fashion recommended decisions upon the recommendation of  
259 said Commission.

260 (i) The Commission may require any person to apply for a  
261 Gaming License as provided in this Act and approve or disap-  
262 prove, transactions, events, and processes as provided in this Act.  
263 The Commission may grant or deny any Application for a Gaming  
264 License or request for approval; may limit, condition, restrict, sus-  
265 pend, or revoke any Gaming License or approval for any cause  
266 deemed reasonable by the Commission, consistent with this act or  
267 any general or special law. The Commission may also impose a  
268 civil fine of not more than Fifty Thousand Dollars (\$50,000.00)  
269 upon any person licensed, registered, or otherwise approved under  
270 this Act, for any violation of this act or of any general or special  
271 law related to gaming. The Commission may, as further provided  
272 in regulations approve or disapprove transactions, events, and  
273 processes as provided in this Act, take actions reasonably  
274 designed to ensure that no unsuitable persons are associated with  
275 Gaming Activities. The Commission may expend for legal, inves-  
276 tigative, clerical, and other assistance such as may be appropriated  
277 therefor. Investigators employed by the Commission shall have  
278 access to all records maintained by all Gaming Licensees and reg-  
279 istrants hereunder, whether maintained at the Gaming Facility or  
280 other location as may be pertinent to the investigatory powers of  
281 the Commission.

282 (j) The Commission shall assure, to the extent required by this  
283 Act, that Gaming Licenses, approvals, certificates, or permits  
284 shall not be issued to nor held by, nor shall there be any material  
285 involvement, directly or indirectly, with the licensed Gaming  
286 Facility or Gaming Operation, or the ownership thereof, by  
287 unqualified or disqualified persons or persons whose Gaming  
288 Operations are conducted in a manner not conforming with the  
289 provisions of this Act. In enforcing the provisions of this Act, the  
290 Commission shall have the power and authority to deny any  
291 Application; limit or restrict any Gaming License, registration,  
292 certificate, permit or approval; suspend or revoke any Gaming  
293 License, registration, certificate, permit, or approval; and impose



294 a penalty on any person licensed, registered, or previously  
295 approved for any cause deemed reasonable by the Commission  
296 pursuant to rules and regulations promulgated thereby.

297 (k) No Commission member or person employed by the Com-  
298 mission shall represent any person or party other than the Com-  
299 monwealth before or against the Commission or be employed by  
300 any Gaming Licensee for a period of two years from the termina-  
301 tion of his office or employment with the Commission.

302 (l) The Commission shall initiate proceedings or actions appro-  
303 priate to enforce statutory and regulatory requirements mandated  
304 of Gaming Licensees.

305 (m) The Commission may refuse to reveal in any court or  
306 administrative proceeding, except a proceeding brought by the  
307 Commonwealth or the United States government, the identity of  
308 an informant, the information obtained from the informant, or  
309 both the identity and the information.

310 (n) The Commission shall have the power to acquire, lease,  
311 use, hold, and mortgage real, personal, or mixed property or any  
312 interest, easements, or rights therein, as may be necessary or  
313 appropriate to carry out the provisions of this Act; to enter into  
314 agreements or other transactions with the Commonwealth or any  
315 political subdivision or public instrumentalities thereof, the  
316 United States government or any federal, state, or other govern-  
317 mental agency; to formulate plans for the projects involving the  
318 acquisition and operation of facilities pursuant to the provisions of  
319 this Act, and to construct or reconstruct, expand, remodel, fix, and  
320 revise from time to time, and to charge and collect rates, fees,  
321 rentals, and other charges for the use of any building, structure,  
322 other property, or portion thereof under its control; and to acquire  
323 in the name of the Commission by purchase or otherwise, in such  
324 terms and conditions and in such manner as it may deem proper,  
325 any land or other property, any and all rights, title, and interest in  
326 such land or other property, any fee simple absolute in easements  
327 upon, or the benefit of restrictions upon, abutting property, and to  
328 preserve and protect any project.

329 (o) The Commission may investigate, civil or criminally, fraud,  
330 deceit, misrepresentation, or violations of law by any Gaming  
331 Licensee or other person or entity registered under this Act, or the  
332 occurrence of any such activity within or involving any Gaming

333 Facility or Gaming Operation. If the Commission has reasonable  
334 basis to believe that any Gaming Licensee or other person or  
335 entity registered under this Act is engaged in criminal behavior or  
336 that criminal activity is occurring within or involving any Gaming  
337 Facility or Gaming Operation said Commission shall report same  
338 to the Attorney General and the district attorney of the county  
339 within which the Gaming Facility is located and make available to  
340 the Attorney General and said district attorney all relevant infor-  
341 mation on such activity. The Commission, as it deems appro-  
342 priate, may ask the Attorney General and/or said district attorney  
343 to restrain a violation of this Act or enforce any provision thereof.  
344 An action brought against a person or entity pursuant to this Act  
345 does not preclude any other criminal or civil proceeding as may  
346 be authorized by law.

347 (p) No person shall transfer a direct or indirect pecuniary  
348 interest in a Gaming Facility or Gaming Operation, or enter into  
349 an option contract or other agreement providing for such transfer  
350 in the future, without having notified the Commission. No person  
351 shall transfer a greater than five percent direct or indirect pecu-  
352 niary interest in a Gaming Facility or Gaming Operation without  
353 the issuance by the Commission to the transferee of a Gaming  
354 License.

355 SECTION 3. Community Approval of Gaming Activity on non-  
356 Indian Lands.

357 If an Applicant does not enter into a Gaming Compact with the  
358 Commonwealth, the Commission may only issue a Gaming  
359 License to the Applicant if the community in which the Applicant  
360 proposes to place a Gaming Facility has on a ballot question in a  
361 town or state election approved such a facility by majority vote.  
362 Said vote shall be considered void after three years from the date  
363 that the ballot question results are certified to the Commission.

364 SECTION 4. Community Approval of Gaming Activity at Race  
365 tracks.

366 The operator of a Race track, licensed under the provisions of  
367 M.G.L. c. 128A and engaged in pari-mutuel betting, may apply to  
368 the Commission for a Gaming License to operate Gaming Devices  
369 at the Race track. The Commission may issue a Gaming License  
370 to such an Applicant only if the community in which the Race-  
371 track operates has on a ballot question in a town or state election

372 approved the introduction of such Gaming Devices by majority  
373 vote. Said vote shall be considered void after three years from the  
374 date that the ballot question results are certified to the Commis-  
375 sion.

376 SECTION 5. General Fund.

377 Any Applicant issued a Gaming License pursuant to Sections 3  
378 and 4, above, shall, in addition to paying the Commission the  
379 costs and assessments associated with its application and regula-  
380 tion, be required to pay \_\_\_\_\_ of its \_\_\_\_\_ to \_\_\_\_\_  
381 pursuant to a distribution plan established by the Legislature.  
382 Funds not distributed in any given year despite good faith efforts  
383 to do so shall be carried over to the following year.

384 SECTION 6. Indian Gaming Compacts.

385 (a) The Commission is authorized to execute on behalf of the  
386 Commonwealth a Gaming Compact containing the terms set forth  
387 in Part (d) of this Section and shall do so as a ministerial act,  
388 without preconditions, within 30 days after receiving a request  
389 from an Indian Tribe, accompanied by or in the form of a duly  
390 enacted resolution of the tribe's governing body, to enter into such  
391 a compact.

392 (b) The Commission is authorized and directed to execute, as  
393 a ministerial act on behalf of the Commonwealth, any additional  
394 documents that may be necessary to implement this chapter or any  
395 Gaming Compact entered into pursuant to this chapter. In the  
396 event that federal law regarding the process for entry into or  
397 approval of Gaming Compacts is changed in any way that would  
398 require a change in any procedure under this chapter in order for a  
399 Gaming Compact to become effective, the applicable provisions  
400 of this Act shall be deemed amended to conform to and incorpo-  
401 rate that changed federal law.

402 (c) The Massachusetts Gaming Commission or any other  
403 department, agency, or other subdivision of the Commonwealth,  
404 providing gaming regulatory services to an Indian Tribe pursuant  
405 to the terms of this chapter, including the negotiation of a Gaming  
406 Compact entered into hereunder, is authorized to require and  
407 receive reimbursement from the Indian Tribe for the actual and  
408 reasonable costs of those services in accordance with a fee  
409 schedule to be agreed to by the Indian Tribe and the Common-  
410 wealth that is based on what the Commission or any other depart-

411 ment, agency, or other subdivision of the Commonwealth reason-  
412 ably charges other government agencies for comparable services.  
413 Any funds received from an Indian Tribe in reimbursement for  
414 such services are hereby continuously appropriated to that the  
415 Commission, department, agency, or other subdivision of the  
416 Commonwealth for those purposes. Any disputes concerning the  
417 reasonableness of any claim for reimbursement shall be resolved  
418 in accordance with the dispute resolution procedures set forth in  
419 the Gaming Compact.

420 (d) The Commonwealth hereby offers to any Indian Tribe in  
421 the Commonwealth that is recognized by the Secretary of the Inte-  
422 rior, and any such tribe may request, and enter into with the Com-  
423 monwealth, a Gaming Compact containing the following terms  
424 and conditions:

425 “TRIBAL-COMMONWEALTH GAMING COMPACT

426 Between the

427 (OFFICIAL NAME OF TRIBE),

428 a federally recognized Indian Tribe,

429 and the

430 COMMONWEALTH OF MASSACHUSETTS

431 This Tribal-Commonwealth Gaming Compact is entered into on  
432 a government-to-government basis by and between the (Official  
433 Name of Tribe), a federally recognized sovereign Indian tribe  
434 (hereafter “Tribe”), and the Commonwealth of Massachusetts, a  
435 sovereign State of the United States (hereafter “Commonwealth”),  
436 pursuant to the Indian Gaming Regulatory Act of 1988, 25 U.S.C.  
437 Sec. 2701 et seq. (hereafter “IGRA”), and any successor statute or  
438 amendments, and the Massachusetts Omnibus Casino Control and  
439 Indian Gaming Act of 2005.

440 Article I. PURPOSES AND OBJECTIVES.

441 The terms of this Gaming Compact are designed and intended  
442 to:

443 (a) Evidence the good will and cooperation of the Tribe and the  
444 Commonwealth in fostering a mutually respectful government-to-  
445 government relationship that will serve the mutual interests of the  
446 parties.

447 (b) Develop and implement a means of regulating Class III  
448 Gaming on the Tribe’s Indian Lands to ensure its fair and honest  
449 operation in accordance with IGRA, and, through that regulated

450 Class III Gaming, enable the Tribe to develop self-sufficiency,  
451 promote tribal economic development, and generate jobs and rev-  
452 enues to support the Tribe's government and governmental serv-  
453 ices and programs.

454 (c) Promote ethical practices in conjunction with that gaming,  
455 through the licensing and control of persons and entities employed  
456 in, or providing goods and services to, the Tribe's Gaming Opera-  
457 tion and protecting against the presence or participation of persons  
458 whose criminal backgrounds, reputations, character, or associa-  
459 tions make them unsuitable for participation in gaming, thereby  
460 maintaining a high level of integrity in gaming within the bound-  
461 aries of the Commonwealth.

462 Article II. DEFINITIONS.

463 (a) "Act" means the Massachusetts Omnibus Casino Control  
464 and Indian Gaming Act of 2002, codified in M.G.L. c. 128D.

465 (b) "Applicant" means an individual or entity that applies for a  
466 Gaming License or Commonwealth certification.

467 (c) "Class III Gaming" means the forms of class III gaming  
468 defined as such in 25 U.S.C. Sec. 2703(8) and by regulations of  
469 the National Indian Gaming Commission.

470 (d) "Commonwealth" means the Commonwealth of Massachu-  
471 setts.

472 (e) "Gaming Activities" or "Gaming Activity" means the Class  
473 III Gaming activities authorized under this Gaming Compact.

474 (f) "Gaming Compact" means this compact between the Tribe  
475 and the Commonwealth.

476 (g) "Gaming Device" means any electronic, electromechanical,  
477 electrical, or video device that, for consideration, permits: indi-  
478 vidual play with or against that device or the participation in any  
479 electronic, electromechanical, electrical, or video system to which  
480 that device is connected; the playing of games thereon or there-  
481 with, including, but not limited to, the playing of facsimiles of  
482 games of chance or skill; the possible delivery of, or entitlement  
483 by the player to, a prize or something of value as a result of the  
484 application of an element of chance; and a method for viewing the  
485 outcome, prize won, and other information regarding the playing  
486 of games thereon or therewith.

487 (h) "Gaming Employee" means any person who (a) operates,  
488 maintains, repairs, assists in any Gaming Activity, or is in any

489 way responsible for supervising Gaming Activities or persons  
490 who conduct, operate, account for, or supervise any Gaming  
491 Activity, (b) is in a category under federal or tribal gaming law  
492 requiring licensing, or (c) is a person whose employment duties  
493 require or authorize access to areas of the Gaming Facility that are  
494 not open to the public.

495 (i) “Gaming Facilities” or “Gaming Facility” means any  
496 building or room in which Class III Gaming Activities or Gaming  
497 Operations occur, or in which the business records, receipts, or  
498 other funds of the Gaming Operation are maintained (but  
499 excluding offsite facilities primarily dedicated to storage of those  
500 records, and financial institutions), and all rooms, buildings, and  
501 areas, including parking lots, walkways, and means of ingress and  
502 egress associated therewith, provided that nothing herein prevents  
503 the conduct of class II gaming (as defined under IGRA) therein.

504 (j) “Gaming License” means any license issued pursuant to this  
505 Gaming Compact that authorizes the Tribe or other individual or  
506 entity to engage or participate in Gaming Activities.

507 (k) “Gaming Operations” or “Gaming Operation” means the  
508 business enterprise that offers and operates Gaming Activities.

509 (l) “Gaming Resources” means any goods or services used in  
510 connection with Gaming Activities, including, but not limited to,  
511 equipment, furniture, gambling devices and ancillary equipment,  
512 implements of gaming activities such as playing cards and dice,  
513 furniture designed primarily for Gaming Activities, maintenance  
514 or security equipment and services, and gaming consulting serv-  
515 ices. “Gaming Resources” does not include professional  
516 accounting and legal services.

517 (m) “Gaming Resource Supplier” means any manufacturer, dis-  
518 tributor, supplier, vendor, lessor, or other purveyor of Gaming  
519 Resources to the Gaming Operation or Gaming Facility, provided  
520 that the Tribal gaming agency (hereafter “Tribal Gaming  
521 Agency”) may exclude any such purveyor if the subject equip-  
522 ment or furniture is not specifically designed for, and is distrib-  
523 uted generally for use other than in connection with, Gaming  
524 Activities.

525 (n) “Governor” means the Governor of the Commonwealth.

526 (o) “IGRA” means the Indian Gaming Regulatory Act of 1988,  
527 25 U.S.C. Sec. 2701 et seq., any amendments and successors  
528 thereto, and all regulations promulgated thereunder.

529 (p) “Indian Lands” means land located within the boundaries of  
530 the Commonwealth that is held in trust for an Indian Tribe by the  
531 Secretary of the Interior pursuant to 25 U.S.C § 2719(b)(1)(A).

532 (q) “Legislature” means the legislature of the Commonwealth.

533 (r) “Management Contractor” means any person with whom the  
534 Tribe has contracted for the management of any Gaming Activity  
535 or Gaming Facility, including, but not limited to, any person who  
536 would be regarded as a management contractor under IGRA.

537 (s) “Massachusetts Gaming Commission” or “Commission”  
538 means the regulatory authority established pursuant to the provi-  
539 sions of the Act.

540 (t) “Massachusetts State Lottery” means the lottery operated  
541 pursuant to chapter 10 of the General Laws.

542 (u) “Net Gaming Revenue” means the wagering revenue from  
543 Gaming Activities retained by the Tribe after prizes or winnings  
544 have been paid to players or to pools dedicated to the payment of  
545 those prizes and winnings, and prior to the payment of operating  
546 or other expenses.

547 (v) “Secretary of the Interior” means the Secretary of the  
548 United States Department of the Interior.

549 (w) “State Lottery Commission” means the regulatory authority  
550 who, among other things, oversees the Massachusetts State Lot-  
551 tery pursuant to chapter 10 of the General Laws.

552 (x) “State Racing Commission” means the regulatory authority  
553 who, among other things, oversees horse and dog racing meetings  
554 pursuant to chapters 128A and 128C of the General Laws.

555 (y) “Tribal Chairperson” means the person duly elected or  
556 selected by the Tribe to serve as the primary agent of the Tribe  
557 under this Gaming Compact.

558 (z) “Tribal Gaming Agency” means the person, agency, board,  
559 committee, commission, or council designated under tribal law,  
560 including, but not limited to, an intertribal gaming regulatory  
561 agency approved to fulfill those functions by the National Indian  
562 Gaming Commission, as primarily responsible for carrying out the  
563 Tribe’s regulatory responsibilities under IGRA and the Tribal  
564 Gaming Ordinance. No person employed in, or in connection  
565 with, the management, supervision, or conduct of any Gaming  
566 Activity may be a member or employee of the Tribal Gaming  
567 Agency.

568 (aa) “Tribal Gaming Ordinance” means a tribal ordinance or  
569 resolution duly authorizing the conduct of Gaming Activities on  
570 the Tribe’s Indian Lands and approved under IGRA.

571 (bb) “Tribal Law” means any law, regulation, or ordinance duly  
572 adopted by the Tribe to govern its affairs.

573 (cc) “Tribe” means the (official name of Tribe), a federally rec-  
574 ognized Indian tribe.

575 Article III. CLASS III GAMING AUTHORIZED AND PER-  
576 MITTED.

577 The Tribe is hereby authorized and permitted to engage in the  
578 Gaming Activities expressly referred to in Article IV of this  
579 Gaming Compact.

580 Article IV. SCOPE OF CLASS III GAMING.

581 (a) Authorized and Permitted Class III Gaming.

582 To the extent regarded as forms or types of Class III Gaming,  
583 the Tribe is hereby authorized and permitted to operate any game  
584 of chance played for currency, check, credit, or any other thing of  
585 value played with cards, dice, or any mechanical, electro-mechan-  
586 ical or electronic device or machine. This Gaming Compact does  
587 not authorize the Tribe to conduct:

588 (1) pari-mutuel wagering on horse and dog races, whether live  
589 or simulcast, regulated by the State Racing Commission in accor-  
590 dance with M.G.L. c. 128A and 128C; or

591 (2) any lottery game conducted by the State Lottery Commis-  
592 sion, in accordance with M.G.L. c. 10, § 24.

593 (b) Authorized Gaming Facilities.

594 The Tribe may establish and operate Gaming Facilities in which  
595 the Gaming Activities authorized under this Gaming Compact  
596 may be conducted, provided that the facilities are located on  
597 Indian Lands within Massachusetts over which the Tribe has juris-  
598 diction, and have been approved by the Secretary of the Interior as  
599 lands upon which gaming can lawfully be conducted. The Gov-  
600 ernor shall concur with any determination of the Secretary of the  
601 Interior approving the enrollment of land in trust for gaming pur-  
602 poses under IGRA, 25 U.S.C. § 2719(b)(1)(A). The Tribe may  
603 combine and operate in those Gaming Facilities any forms and  
604 kinds of gaming permitted under law, except to the extent limited  
605 under IGRA or the Tribe’s Gaming Ordinance.



606 Article V. STATE AND LOCAL TRUST FUNDS.

607 (a) Conditional Obligation to Contribute to Trust Funds; Con-  
608 tribution Formula.

609 The parties acknowledge that the Class III Gaming authorized  
610 under this Gaming Compact is expected to occupy a unique place  
611 in gaming within the Commonwealth that is material to the ability  
612 of the Tribe to achieve the economic development and other goals  
613 intended by IGRA. The Tribe therefore agrees to make the contri-  
614 butions to the trust funds described in Article IV, Sections (b) - (e)  
615 only for as long as it and other tribes that have entered into  
616 Gaming Compacts are not deprived of that unique opportunity.  
617 Accordingly, in the event that any other person or entity, lawfully  
618 operates a Gaming Operation within the Commonwealth at any  
619 time, any and all obligations by the Tribe to make the trust fund  
620 contributions required under Article IV, Sections (b) - (e) shall  
621 immediately and permanently cease and terminate. For the pur-  
622 poses of this section only, no equipment or type of game played  
623 thereon or therewith that was offered or implemented by the  
624 Massachusetts State Lottery or the State Racing Commission in  
625 the Commonwealth prior to the effective date of the Act, may be  
626 deemed to cause the cessation and termination of those trust fund  
627 contributions.

628 (b) Local Aid Fund.

629 The Tribe shall contribute, on a quarterly basis, an amount  
630 equal to eight (8) percent of its Net Gaming Revenue to the Com-  
631 monwealth, and any funds received are appropriated to the local  
632 aid fund established in M.G.L. c. 29.

633 (c) Local Benefits Fund.

634 The Tribe shall establish a local benefits trust fund into which it  
635 shall deposit, on a quarterly basis, an amount equal to one and  
636 one-half (1.5) percent of its Net Gaming Revenue. The Tribe  
637 shall distribute annually all of the proceeds of such trust fund, less  
638 reasonable administrative costs of no more than five (5) percent,  
639 to the towns and cities in the county within the boundaries of  
640 which the Gaming Facility is located in accordance with a distrib-  
641 ution plan developed by the Legislature. Funds not distributed in  
642 any year despite good faith efforts to do so shall be carried over to  
643 the following year.

644 (d) Facility-Related Costs.

645 The Tribe agrees to reimburse or pay to the Commonwealth or  
646 to the local government of the city or town within the boundaries  
647 of which a Gaming Facility is constructed (hereafter “Local Gov-  
648 ernment,” for purposes of this paragraph) the actual costs of  
649 roadway and infrastructure improvements necessary as a result of  
650 the establishment and operation of the Gaming Facility. In the  
651 event that the Commonwealth or Local Government is eligible for  
652 and receives federal reimbursement (hereafter “Federal Reim-  
653 bursement”) in connection with such improvements, the Tribe  
654 shall be reimbursed one-half (½) of the Federal Reimbursement  
655 received.

656 (e) Compulsive Gambling Awareness, Education, and Rehabili-  
657 tation Programs.

658 The Tribe shall support and fund an education, awareness, and  
659 treatment program for compulsive gamblers, and shall cooperate  
660 with Commonwealth officials in implementing such a program.

661 Article VI. REGULATION OF GAMING.

662 (a) Tribal Gaming Ordinance.

663 All Gaming Activities conducted under this Gaming Compact  
664 shall at a minimum comply with a Tribal Gaming Ordinance duly  
665 adopted by the Tribe and approved in accordance with IGRA.

666 (b) Tribal Ownership, Management, and Control of Gaming  
667 Facility and Gaming Operation.

668 All Gaming Operations and Gaming Facilities authorized under  
669 this Gaming Compact shall be owned solely by the Tribe. There-  
670 fore, although the Tribe shall be entitled to contract for the man-  
671 agement of the Gaming Facility and Gaming Operation in  
672 accordance with IGRA, any such management contract shall pro-  
673 vide that, to the extent permitted by law, members of the Tribe  
674 will be trained for and advanced to key management positions,  
675 and that a goal of the management contractor is to prepare the  
676 Tribe to assume the control and conduct of the Gaming Operation  
677 and Gaming Facility.

678 (c) Prohibitions Regarding Minors.

679 Gaming Facilities operated pursuant to this Gaming Compact  
680 shall be subject to the same minimum-age restrictions for patrons  
681 that currently apply to the Massachusetts State Lottery. If alco-  
682 holic beverages are served in any area of a Gaming Facility oper-

683 ated pursuant to this Gaming Compact, that area shall be governed  
684 by applicable state law prohibitions regarding age limits.

685 (d) Licensing Requirements and Procedures.

686 (1) Summary of Licensing Principles.

687 All persons in any way connected with the Gaming Operation  
688 or Gaming Facility who are required to be licensed under IGRA  
689 and any others required to be licensed under this Gaming Com-  
690 pact, including, but not limited to, all Gaming Employees and  
691 Gaming Resource Suppliers, must be licensed by the Tribal  
692 Gaming Agency. The Tribal Gaming Agency shall have the pri-  
693 mary responsibility for licensing those persons and entities and for  
694 the regulation of the Gaming Operation and Gaming Facility. The  
695 Tribal Gaming Agency shall also certify, through the use of  
696 experts and with participation by the Massachusetts Gaming Com-  
697 mission if it so desires, that the Gaming Facility and any construc-  
698 tion to be undertaken in regard thereto meet specified building and  
699 safety standards. The Massachusetts Gaming Commission shall  
700 be provided with licensing application information and reports  
701 regarding facility inspections and compliance. The Massachusetts  
702 Gaming Commission may review that information and object or  
703 refrain from objecting thereto. In the event that the Massachusetts  
704 Gaming Commission fails to object to a gaming license applica-  
705 tion within 90 days after receipt of that information and notifica-  
706 tion that the Tribal Gaming Agency intends to issue a temporary  
707 or permanent license, the Massachusetts Gaming Commission is  
708 deemed to have certified that it has no objection to that issuance,  
709 but the Massachusetts Gaming Commission shall be free at any  
710 time to revoke that certification, or to request the Tribal Gaming  
711 Agency to suspend or revoke a Gaming License. The dispute res-  
712 olution processes between the Commonwealth and the Tribe pro-  
713 vided for herein shall be available to resolve disputes between the  
714 Tribe and the Commonwealth regarding such requests and  
715 building and safety certifications. The parties intend that the  
716 licensing process provided for in this Gaming Compact shall  
717 involve joint cooperation between the Tribal Gaming Agency and  
718 the Massachusetts Gaming Commission, as more particularly  
719 described herein.

720 (2) Gaming Facility.

721 (i) The Gaming Facility authorized by this Gaming Compact  
722 shall be licensed by the Tribal Gaming Agency in conformity with

723 the requirements of this Gaming Compact, the Tribal Gaming  
724 Ordinance, and IGRA. The Gaming License shall be reviewed  
725 and renewed, if appropriate, every two years thereafter. Verifica-  
726 tion that this requirement has been met shall be provided to the  
727 Massachusetts Gaming Commission. The Tribal Gaming Agen-  
728 cy's certification to that effect shall be posted in a conspicuous  
729 and public place in the Gaming Facility at all times.

730 (ii) In order to protect the health and safety of all Gaming  
731 Facility patrons, guests, and employees, all gaming facilities of  
732 the Tribe constructed after the effective date of this Gaming Com-  
733 pact shall meet the building and safety codes of the Tribe, which,  
734 as a condition for engaging in that construction, shall amend its  
735 existing building and safety codes if necessary, or enact such  
736 codes if there are none, so that they meet the standards of either  
737 the building and safety codes of any county within the boundaries  
738 of which the site of the Gaming Facility is located, or the Com-  
739 monwealth building code, including all uniform fire, plumbing,  
740 electrical, mechanical, and related codes then in effect, provided  
741 that nothing herein shall be deemed to confer jurisdiction upon  
742 any county or the Commonwealth with respect to any reference to  
743 such building and safety codes.

744 (iii) The Massachusetts Gaming Commission shall be given at  
745 least 30 days notice of any building and safety code inspection to  
746 assess compliance with the standards set forth in subdivision (ii),  
747 above, and after 10 days notice to the Tribe, may accompany any  
748 such inspection. The Tribe agrees to correct any facility condition  
749 noted in an inspection that does not meet the standards set forth in  
750 subdivision (ii), above. The Tribal Gaming Agency and Massa-  
751 chusetts Gaming Commission shall exchange any reports of an  
752 inspection within 10 days after its completion, which reports shall  
753 also be separately and simultaneously forwarded by both agencies  
754 to the Tribal Chairperson. Upon certification by those experts that  
755 a facility meets applicable standards, the Tribal Gaming Agency  
756 shall forward the experts' certification to the Commonwealth  
757 within 10 days of issuance. If the Commonwealth objects to that  
758 certification, the Tribe shall make a good faith effort to address  
759 the Commonwealth's concerns, but if the Commonwealth does not  
760 withdraw its objection, the matter will be resolved in accordance  
761 with the dispute resolution provisions of Article IX of this  
762 Gaming Compact.

763 (3) Suitability Standard Regarding Gaming Licenses.

764 In reviewing an application for a Gaming License, and in addi-  
765 tion to any standards set forth in the Tribal Gaming Ordinance, the  
766 Tribal Gaming Agency shall consider whether issuance of the  
767 Gaming License is inimical to public health, safety, or welfare,  
768 and whether issuance of the Gaming License will undermine  
769 public trust that the Gaming Operations, or tribal government  
770 gaming generally, are free from criminal and dishonest elements  
771 and would be conducted honestly. A Gaming License may not be  
772 issued unless, based on all information and documents submitted,  
773 the Tribal Gaming Agency is satisfied that the Applicant is all of  
774 the following, in addition to any other criteria in IGRA or the  
775 Tribal Gaming Ordinance:

776 (i) A person of good character, honesty, and integrity; and

777 (ii) A person whose prior activities, reputation, habits, and  
778 associations do not pose a threat to the public interest or to the  
779 effective regulation and control of gambling, or create or enhance  
780 the dangers of unsuitable, unfair, or illegal practices, methods, or  
781 activities in the conduct of gambling or in the carrying on of the  
782 business and financial arrangements incidental thereto.

783 (4) Gaming Employees.

784 Every Gaming Employee shall obtain, and thereafter maintain,  
785 a valid Gaming License, which shall be subject to biannual  
786 renewal, provided that in accordance with Article VI (d)(9), those  
787 persons may be employed on a temporary or conditional basis  
788 pending completion of the licensing process.

789 (5) Gaming Resource Supplier.

790 Any Gaming Resource Supplier who provides, has provided, or  
791 is deemed likely to provide at least twenty-five thousand dollars  
792 (\$25,000) in Gaming Resources in any 12-month period shall be  
793 licensed by the Tribal Gaming Agency prior to the sale, lease, or  
794 distribution, or further sale, lease, or distribution, of any such  
795 Gaming Resources to or in connection with the Gaming Operation  
796 or Gaming Facility. These licenses shall be renewed at least every  
797 two years.

798 (6) Financial Sources.

799 Any party extending financing, directly or indirectly, to the  
800 Tribe's Gaming Facility or Gaming Operation shall be licensed by  
801 the Tribal Gaming Agency prior to extending that financing.

802 Licensing shall be effective for no more than two years before a  
803 renewal must be obtained, provided that, if a lender's Gaming  
804 License is revoked or not renewed, reasonable arrangements may  
805 be made with regard to payment of any balance due to that lender  
806 so as to not impose undue hardship on the Tribe, provided that  
807 reasonable attempts shall be made to avoid ongoing conflicts with  
808 any licensing standard herein. A Gaming Resource Supplier who  
809 provides financing in connection with the sale or lease of Gaming  
810 Resources obtained from that supplier may be licensed solely in  
811 accordance with licensing procedures applicable, if at all, to  
812 Gaming Resource Suppliers. The Tribal Gaming Agency may, at  
813 its discretion, exclude, from the licensing requirements of this  
814 section, financing provided by a federally regulated or state-regu-  
815 lated bank, savings and loan, or other lending institution, a feder-  
816 ally recognized tribal government or tribal entity thereof, or any  
817 agency of the federal, state, or local government.

818 (7) Processing Tribal Gaming License Applications.

819 Each Applicant for a Tribal Gaming License shall submit the  
820 completed application along with the required information and an  
821 application fee, if required, to the Tribal Gaming Agency in accor-  
822 dance with the rules and regulations of that agency. At a min-  
823 imum, the Tribal Gaming Agency shall require submission and  
824 consideration of all information required under IGRA, including  
825 Section 556.4 of Title 25 of the Code of Federal Regulations, for  
826 licensing primary management officials and key employees. For  
827 Applicants who are business entities, these licensing provisions  
828 shall apply to the entity as well as: (i) each of its officers and  
829 directors; (ii) each of its principal management employees,  
830 including any chief executive officer, chief financial officer, chief  
831 operating officer, or general manager; (iii) each of its owners or  
832 partners, if an unincorporated business; (iv) each of its share-  
833 holders who owns more than 10 percent of the shares of the cor-  
834 poration, if a corporation; and (v) each person or entity (other than  
835 a financial institution that the Tribal Gaming Agency has deter-  
836 mined does not require a license under part (6), above) that has  
837 provided financing in connection with any gaming authorized  
838 under this Gaming Compact, if that person or entity provided  
839 more than 10 percent of the start-up capital, the operating capital  
840 over a 12-month period, or a combination thereof. For purposes

841 of this section, where there is any commonality of the characteris-  
842 tics identified in clauses (i) to (iv), inclusive, between any two or  
843 more entities, those entities may be deemed to be a single entity.  
844 Nothing herein precludes the Tribe or Tribal Gaming Agency from  
845 requiring more stringent licensing requirements.

846 (8) Background Investigations of Applicants.

847 The Tribal Gaming Agency shall conduct or cause to be con-  
848 ducted all necessary background investigations reasonably  
849 required to determine that the Applicant is qualified for a gaming  
850 license under the standards set forth in Article VI(d)(3), and to  
851 fulfill all requirements for licensing under IGRA, the Tribal  
852 Gaming Ordinance, and this Gaming Compact. The Tribal  
853 Gaming Agency may not issue a license until a determination is  
854 made that those qualifications have been met. An Applicant for a  
855 Tribal gaming license shall be required to provide releases to the  
856 Massachusetts Gaming Commission to make available to the  
857 Tribal Gaming Agency background information regarding the  
858 Applicant. The Massachusetts Gaming Commission shall coop-  
859 erate in furnishing to the Tribal Gaming Agency that information,  
860 unless doing so would violate any agreement the Massachusetts  
861 Gaming Commission has with a source of the information other  
862 than the Applicant, or would impair or impede a criminal investi-  
863 gation, or unless the Tribal Gaming Agency cannot provide suffi-  
864 cient safeguards to assure the Massachusetts Gaming Commission  
865 that the information will remain confidential.

866 (9) Temporary Licensing.

867 Notwithstanding anything herein to the contrary, if the Appli-  
868 cant has completed a license application in a manner satisfactory  
869 to the Tribal Gaming Agency, and that agency has conducted a  
870 preliminary background investigation, and the investigation or  
871 other information held by that agency does not indicate that the  
872 Applicant has a criminal history or other information in his or her  
873 background that would either automatically disqualify the Appli-  
874 cant from obtaining a Gaming License or cause a reasonable  
875 person to investigate further before issuing a Gaming License, or  
876 is otherwise unsuitable for licensing, the Tribal Gaming Agency  
877 may issue a temporary license and may impose such specific con-  
878 ditions thereon pending completion of the Applicant's background  
879 investigation as the Tribal Gaming Agency in its sole discretion

880 shall determine. Special fees may be required by the Tribal  
881 Gaming Agency to issue or maintain a temporary license. A tem-  
882 porary license shall remain in effect until suspended or revoked,  
883 or a final determination is made on the Application. At any time  
884 after issuance of a temporary license, the Tribal Gaming Agency  
885 may suspend or revoke it in accordance with Articles VI(e)(1) and  
886 (e)(5), and the Massachusetts Gaming Commission may request  
887 suspension or revocation in accordance with Article VI(e)(6).

888 (e) Gaming License Issuance.

889 Upon completion of the necessary background investigation  
890 (including any reliance in whole or in part on a certification of  
891 nonobjection by the Commonwealth, or a Gaming License under  
892 Article VI(d)(8)), receipt and review of such further information  
893 as the Tribal Gaming Agency may require, and as to Applicants  
894 who are not Tribal members, actual or constructive receipt by the  
895 Tribal Gaming Agency of a certification of nonobjection by the  
896 Massachusetts Gaming Commission, and payment of all necessary  
897 fees by the Applicant, the Tribal Gaming Agency may issue a  
898 license on a conditional or unconditional basis. Nothing herein  
899 shall create a property or other right of an Applicant in an oppor-  
900 tunity to be licensed, or in a license itself, both of which shall be  
901 considered to be privileges granted to the Applicant in the sole  
902 discretion of the Tribal Gaming Agency.

903 (1) Denial, Suspension, or Revocation of Licenses.

904 Any Application for a Gaming License may be denied, and any  
905 license issued may be revoked, if the Tribal Gaming Agency  
906 determines that the application is incomplete or deficient, the  
907 Applicant is determined to be unsuitable or otherwise unqualified  
908 for a Gaming License, or the Commonwealth objects to the  
909 issuance of that license pursuant to Article VI(e)(6)(iii). Pending  
910 consideration of revocation, the Tribal Gaming Agency may sus-  
911 pend a Gaming License in accordance with Article VI(e)(5). All  
912 rights to notice and hearing shall be governed by Tribal Law, as to  
913 which the Applicant will be notified in writing along with notice  
914 of an intent to suspend or revoke the Gaming License.

915 (2) Renewal of Licenses; Extensions; Further Investigation.

916 In the event a licensee has applied for renewal prior to expira-  
917 tion of a Gaming License and the Tribal Gaming Agency has,  
918 through no fault of the Applicant, been unable to complete the



919 renewal process prior to that expiration, the Gaming License shall  
920 be deemed to be automatically extended until formal action has  
921 been taken on the renewal application or a suspension or revoca-  
922 tion has occurred. Applicants for renewal of a Gaming License  
923 shall provide updated material as requested, on the appropriate  
924 renewal forms, but, at the discretion of the Tribal Gaming Agency,  
925 may not be required to resubmit historical data previously sub-  
926 mitted or that is otherwise available to the Tribal Gaming Agency.  
927 At the discretion of the Tribal Gaming Agency, an additional  
928 background investigation may be required at any time if the Tribal  
929 Gaming Agency determines the need for further information con-  
930 cerning the Applicant's continuing suitability or eligibility for a  
931 Gaming License.

932 (3) Identification Cards.

933 The Tribal Gaming Agency shall require that all persons who  
934 are required to be licensed shall wear, in plain view at all times  
935 while in the Gaming Facility, identification badges issued by the  
936 Tribal Gaming Agency. Identification badges must include infor-  
937 mation including, but not limited to, a photograph and an identifi-  
938 cation number, which is sufficient to enable agents of the Tribal  
939 Gaming Agency to readily identify the employees and determine  
940 the validity and date of expiration of their Gaming Licenses.

941 (4) Fees for Gaming License.

942 The fees for all Gaming Licenses shall be set by the Tribal  
943 Gaming Agency.

944 (5) Suspension of Gaming License.

945 The Tribal Gaming Agency may summarily suspend the  
946 Gaming License of any employee if the Tribal Gaming Agency  
947 determines that the continued licensing of the person or entity  
948 could constitute a threat to the public health or safety or may be  
949 in violation of the Tribe's licensing standards. Any right to notice  
950 or hearing in regard thereto shall be governed by Tribal Law.

951 (6) Certification Process of the Commonwealth.

952 (i) Except for enrolled members of a federally recognized  
953 Massachusetts Indian Tribe, who shall be licensed exclusively by  
954 the tribe, upon receipt of a completed Gaming License application  
955 and a determination by the Tribal Gaming Agency that it intends  
956 to issue the earlier of a temporary or permanent license, the Tribal  
957 Gaming Agency shall transmit to the Massachusetts Gaming

958 Commission a copy of all Gaming License application materials  
959 together with a set of fingerprint cards, a current photograph, and  
960 such releases of information, waivers, and other completed and  
961 executed forms as have been obtained by the Tribal Gaming  
962 Agency, unless the Massachusetts Gaming Commission waives  
963 some or all of those submissions, together with a notice of intent  
964 to license that Applicant. Additional information may be required  
965 by the Massachusetts Gaming Commission to assist it in its back-  
966 ground investigation, provided that such Massachusetts Gaming  
967 Commission requirement shall be no greater than that which is  
968 typically required of Applicants for a Gaming License in connec-  
969 tion with nontribal gaming activities and at a similar level of par-  
970 ticipation or employment. The Massachusetts Gaming  
971 Commission and the Tribal Gaming Agency (together with Tribal  
972 gaming agencies under other Gaming Compacts) shall cooperate  
973 in developing standard licensing forms for Gaming License Appli-  
974 cants, on a statewide basis, that reduce or eliminate duplicative or  
975 excessive paperwork, which forms and procedures shall take into  
976 account the Tribe's requirements under IGRA and the expense  
977 thereof.

978 (ii) Temporary License Objection.

979 The Massachusetts Gaming Commission shall notify the Tribal  
980 Gaming Agency as promptly as possible if it has an objection to  
981 the issuance of a temporary license, but the Tribal Gaming  
982 Agency may not be required to await objection or nonobjection by  
983 the Massachusetts Gaming Commission in issuing a temporary  
984 license. Any objection shall be made in good faith, and shall be  
985 given prompt and thorough consideration in good faith by the  
986 Tribal Gaming Agency. Nothing herein prevents the Massachu-  
987 setts Gaming Commission from at any time requesting suspension  
988 or revocation of a temporary license pursuant to Article  
989 VI(e)(6)(iv). Any dispute over the issuance of a temporary  
990 license shall be resolved in accordance with the procedures set  
991 forth in Article IX of this Gaming Compact.

992 (iii) Background Investigations of Applicants.

993 Upon receipt of completed license application information from  
994 the Tribal Gaming Agency, the Massachusetts Gaming Commis-  
995 sion may conduct a background investigation to determine  
996 whether the Applicant is suitable to be licensed in accordance

997 with the standards set forth in Article VI(d)(3). The Massachu-  
998 setts Gaming Commission and Tribal Gaming Agency shall coop-  
999 erate in sharing as much background information as possible, both  
1000 to maximize investigative efficiency and thoroughness and to min-  
1001 imize investigative costs. Upon completion of the necessary  
1002 background investigation or other verification of suitability, the  
1003 Massachusetts Gaming Commission shall issue a notice to the  
1004 Tribal Gaming Agency certifying that the Commonwealth has no  
1005 objection to the issuance of a Gaming License to the Applicant by  
1006 the Tribal Gaming Agency, or that it objects to that issuance. If  
1007 notice of objection is given, a statement setting forth the grounds  
1008 for the objection shall be forwarded to the Tribal Gaming Agency  
1009 together with the information upon which the objection was  
1010 based, unless doing so would violate a confidentiality agreement  
1011 or compromise a pending criminal investigation. If a notice of  
1012 objection or a certification of nonobjection is not received by the  
1013 Tribal Gaming Agency within ninety (90) days of the first receipt  
1014 by the Massachusetts Gaming Commission of the Application  
1015 information and intent to issue a temporary or permanent license,  
1016 as provided herein, the Massachusetts Gaming Commission shall  
1017 be deemed to have issued a certification of nonobjection.

1018 (iv) Grounds for Requesting Tribal License Revocation or Sus-  
1019 pension or Denying State Certification of Non-objection.

1020 The Massachusetts Gaming Commission may revoke a certifi-  
1021 cation of nonobjection if it determines at any time that the Appli-  
1022 cant or Gaming License holder does not meet the standards for  
1023 suitability set forth in Article VI(d)(3). Upon the Tribal Gaming  
1024 Agency's receipt of notice of that action, it shall immediately and  
1025 in good faith consider the action of the Massachusetts Gaming  
1026 Commission and, if the circumstances warrant it, take action to  
1027 suspend or revoke the licensee's Gaming License, unless within  
1028 seven days of receipt of that notice it has notified the Massachu-  
1029 setts Gaming Commission that good cause exists to defer taking  
1030 that action, including the need for further investigation. Disputes  
1031 regarding the action taken or not taken in response to the Massa-  
1032 chusetts Gaming Commission request shall be resolved pursuant  
1033 to Article IX of this Gaming Compact. If at any time the Massa-  
1034 chusetts Gaming Commission becomes aware of information that  
1035 would constitute good cause to deny or revoke the Gaming

1036 License of any person, including members of federally recognized  
1037 Indian Tribes in the Commonwealth who are exempt from the  
1038 Commission's review process, it shall convey that information to  
1039 the Tribal Gaming Agency promptly after being made aware of  
1040 that information, and may request that appropriate action be taken  
1041 by the Tribal Gaming Agency as to that person.

1042 (f) Licenses Required.

1043 A person may not be employed by, or act as a Gaming Resource  
1044 Supplier to, any Gaming Activity or Gaming Facility of the Tribe  
1045 unless that person, if required to be licensed, has obtained all  
1046 Gaming Licenses required hereunder.

1047 Article VII. TRIBAL ENFORCEMENT OF GAMING COM-  
1048 PACT PROVISIONS.

1049 (a) On-Site Regulation.

1050 It is the responsibility of the Tribal Gaming Agency to conduct  
1051 on-site gaming regulation and control in order to enforce the terms  
1052 of this Gaming Compact, IGRA, and the Tribal Gaming Ordinance  
1053 with respect to Gaming Operation and Gaming Facility  
1054 compliance, and to protect the integrity of the Gaming Activities,  
1055 the reputation of the Tribe and the Gaming Operation for honesty  
1056 and fairness, and the confidence of patrons that tribal government  
1057 gaming in the Commonwealth meets the highest standards of reg-  
1058 ulation and internal controls. To meet those responsibilities, the  
1059 Tribal Gaming Agency shall adopt regulations, procedures, and  
1060 practices as set forth herein.

1061 (b) Investigation and Sanctions.

1062 The Tribal Gaming Agency shall investigate any reported viola-  
1063 tion of this Gaming Compact and shall require the gaming opera-  
1064 tion to correct the violation upon such terms and conditions as the  
1065 Tribal Gaming Agency determines are necessary. The Tribal  
1066 Gaming Agency shall be empowered by the Tribal Gaming Ordinance  
1067 to impose fines or other sanctions within the jurisdiction of  
1068 the Tribe against gaming licensees or other persons who interfere  
1069 with or violate the Tribe's regulatory gaming requirements and  
1070 obligations under IGRA, the Tribal Gaming Ordinance, or this  
1071 Gaming Compact. The Tribal Gaming Agency shall report con-  
1072 tinued violations or failures to comply with its orders to the  
1073 Massachusetts Gaming Commission, provided that the continued  
1074 violations and compliance failures have first been reported to the

1075 Tribe and no corrective action has been taken within a reasonable  
1076 period of time.

1077 (c) Assistance by Massachusetts Gaming Commission.

1078 If requested by the Tribal Gaming Agency, the Massachusetts  
1079 Gaming Commission shall assist in any investigation initiated by  
1080 the Tribal Gaming Agency and provide other requested services to  
1081 ensure proper compliance with this Gaming Compact. The Com-  
1082 mission shall be reimbursed for its reasonable costs of that assis-  
1083 tance provided that it has received approval from the Tribe in  
1084 advance for those expenditures.

1085 (d) Access to Premises by Massachusetts Gaming Commission;  
1086 Notification; Inspections.

1087 Notwithstanding that the Tribe has the primary responsibility to  
1088 administer and enforce the regulatory requirements, the Massa-  
1089 chusetts Gaming Commission shall have the right to inspect the  
1090 Tribe's Gaming Facilities with respect to Class III Gaming Activi-  
1091 ties only, and all Gaming Operation or Gaming Facility records  
1092 relating thereto, subject to the following conditions:

1093 (1) Inspection of public areas of a Gaming Facility may be  
1094 made at any time without prior notice during Gaming Facility  
1095 business hours.

1096 (2) Inspection of private areas of a Gaming Facility not acces-  
1097 sible to the public may be made at any time during Gaming  
1098 Facility business hours, immediately after the Massachusetts  
1099 Gaming Commission's authorized inspector notifies the Tribal  
1100 Gaming Agency and Gaming Facility management of his or her  
1101 presence on the premises, presents proper identification, and  
1102 requests access to the nonpublic areas of the Gaming Facility.  
1103 The Tribal Gaming Agency, in its sole discretion, may require an  
1104 employee of the Gaming Facility or the Tribal Gaming Agency to  
1105 accompany the Massachusetts Gaming Commission inspector at  
1106 all times that the Massachusetts Gaming Commission inspector is  
1107 on the premises of a Gaming Facility. If the Tribal Gaming  
1108 Agency imposes such a requirement, it shall require such an  
1109 employee of the Gaming Facility or the Tribal Gaming Agency to  
1110 be available at all times for those purposes.

1111 (3) Inspection and copying of Gaming Operation records may  
1112 occur at any time, immediately after notice to the Tribal Gaming  
1113 Agency, during the normal hours of the Gaming Facility's busi-

1114 ness office, provided that the inspection and copying of those  
1115 records may not interfere with the normal functioning of the  
1116 Gaming Operation or Gaming Facility. Notwithstanding any other  
1117 provision of the law of this Commonwealth, all information and  
1118 records, and copies thereof, that the Massachusetts Gaming Com-  
1119 mission obtains, inspects, or copies pursuant to this Gaming Com-  
1120 pact shall be and remain the property solely of the Tribe, and may  
1121 not be released or divulged for any purpose without the Tribe's  
1122 prior written consent, except that the production of those records  
1123 may be compelled by subpoena in a criminal prosecution or in a  
1124 proceeding for violation of this Gaming Compact without the  
1125 Tribe's prior written consent, and provided further that, prior to  
1126 the disclosure of the contents of any such records, the Tribe shall  
1127 be given at least 10 court days' notice and an opportunity to  
1128 object or to require the redaction of trade secrets or other confi-  
1129 dential information that is not relevant to the proceeding in which  
1130 the records are to be produced.

1131 (4) Whenever a representative of the Massachusetts Gaming  
1132 Commission enters the premises of the Gaming Facility for any  
1133 such inspection, that representative shall immediately identify  
1134 himself or herself to security or supervisory personnel of the  
1135 Gaming Facility.

1136 (5) Any person associated with the Massachusetts Gaming  
1137 Commission who is expected to have access to nonpublic areas of  
1138 the Gaming Facility shall first be identified to the Tribal Gaming  
1139 Agency as so authorized, and following a sufficient period of time  
1140 for the Tribal Gaming Agency to conduct a reasonable inquiry  
1141 into the person's character and background, and to grant approval  
1142 to that person's presence, which approval may not be unreason-  
1143 ably withheld.

1144 Article VIII. RULES AND REGULATIONS FOR THE OPER-  
1145 ATION AND MANAGEMENT OF THE TRIBAL GAMING  
1146 OPERATION.

1147 (a) Adoption of Regulations for Operation and Management;  
1148 Minimum Standards.

1149 In order to meet the goals set forth in this Gaming Compact and  
1150 required of the Tribe by law, the Tribal Gaming Agency shall be  
1151 vested with the authority to promulgate, at a minimum, rules and  
1152 regulations governing the following subjects, and to ensure their  
1153 enforcement in an effective manner:

1154 (1) The enforcement of all relevant laws and rules with respect  
1155 to the Gaming Operation and Gaming Facility, and the power to  
1156 conduct investigations and hearings with respect thereto and to  
1157 any other subject within its jurisdiction.

1158 (2) The physical safety of Gaming Operation patrons,  
1159 employees, and any other person while in the Gaming Facility.

1160 (3) The physical safeguarding of assets transported to, within,  
1161 and from the Gaming Facility.

1162 (4) The prevention of illegal activity from occurring within the  
1163 Gaming Facility or with regard to the Gaming Operation,  
1164 including, but not limited to, the maintenance of employee proce-  
1165 dures and a surveillance system as provided below.

1166 (5) The detention of persons who may be involved in illegal  
1167 acts for the purpose of notifying appropriate law enforcement  
1168 authorities.

1169 (6) The recording of any and all occurrences within the Gaming  
1170 Facility that deviate from normal operating policies and proce-  
1171 dures (hereafter collectively, "Incidents"). The procedure for  
1172 recording Incidents shall (i) specify that security personnel record  
1173 all Incidents, regardless of an employee's determination that the  
1174 Incident may be immaterial (all Incidents shall be identified in  
1175 writing); (ii) require the assignment of a sequential number to  
1176 each report; (iii) provide for permanent reporting in indelible ink  
1177 in a bound notebook from which pages cannot be removed and in  
1178 which entries are made on each side of each page; and (iv) require  
1179 that each report include, at a minimum, all of the following: the  
1180 record number, the date, the time, the location of the Incident, a  
1181 detailed description of the Incident, the persons involved in the  
1182 Incident, and the security department employee assigned to the  
1183 Incident.

1184 (7) The establishment of employee procedures designed to  
1185 permit detection of any irregularities, theft, cheating, fraud, or the  
1186 like.

1187 (8) Maintenance of a list of persons barred from the Gaming  
1188 Facility who, because of their past behavior, criminal history, or  
1189 association with persons or organizations, pose a threat to the  
1190 integrity of the Gaming Activities of the Tribe or to the integrity  
1191 of regulated gaming within the Commonwealth.

1192 (9) The conduct of an audit of the Gaming Operation, not less  
1193 than annually, by an independent certified public accountant, in

1194 accordance with the auditing and accounting standards for audits  
1195 of casinos of the American Institute of Certified Public Account-  
1196 tants.

1197 (10) Submission to and prior approval from the Tribal Gaming  
1198 Agency of the rules and regulations of each Class III Game to be  
1199 operated by the Tribe, and of any changes in those rules and regu-  
1200 lations. No Class III Game may be played that has not received  
1201 Tribal Gaming Agency approval.

1202 (11) Maintenance of a copy of the rules, regulations, and pro-  
1203 cedures for each game as presently played, including, but not lim-  
1204 ited to, the method of play and the odds and method of  
1205 determining amounts paid to winners. Information regarding the  
1206 method of play, odds, payoff determinations, and player pool bal-  
1207 ances shall be visibly displayed or available to patrons in written  
1208 form in the Gaming Facility. Betting limits applicable to any  
1209 gaming station shall be displayed at that gaming station. In the  
1210 event of a patron dispute over the application of any gaming rule  
1211 or regulation, the matter shall be handled in accordance with the  
1212 Tribal Gaming Ordinance and any rules and regulations promul-  
1213 gated by the Tribal Gaming Agency.

1214 (12) Maintenance of a closed-circuit television surveillance  
1215 system consistent with industry standards for Gaming Facilities of  
1216 the type and scale operated by the Tribe, which system shall be  
1217 approved by, and may not be modified without the approval of,  
1218 the Tribal Gaming Agency. The Tribal Gaming Agency shall have  
1219 current copies of the Gaming Facility floor plan and closed-circuit  
1220 television system at all times, and any modifications thereof first  
1221 shall be approved by the Tribal Gaming Agency.

1222 (13) Maintenance of a cashier's cage in accordance with  
1223 industry standards for such a facility.

1224 (14) A description of minimum staff and supervisory require-  
1225 ments for each Gaming Activity to be conducted.

1226 (15) Regulations specific to technical standards for the opera-  
1227 tion of gaming terminals and other games authorized herein to be  
1228 adopted by the Tribe, which technical specifications may be no  
1229 less stringent than those approved by a recognized gaming testing  
1230 laboratory in the gaming industry.

1231 (b) Criminal Jurisdiction.



1232 Nothing in this Gaming Compact affects the criminal jurisdic-  
1233 tion of the Commonwealth or IGRA, to the extent applicable, pro-  
1234 vided that no Gaming Activity conducted in compliance with this  
1235 Gaming Compact and the Act may be deemed to be a civil or  
1236 criminal violation of any law of the Commonwealth. Except as  
1237 otherwise provided herein, to the extent the Commonwealth con-  
1238 tends that a violation of this Gaming Compact or any law of the  
1239 Commonwealth regarding the regulation or conduct of gambling  
1240 has occurred at or in relation to the Tribe's Gaming Operation or  
1241 Gaming Facility, the violation shall be treated solely as a civil  
1242 matter to be resolved pursuant to Article IX of this Gaming Com-  
1243 pact. Nothing in this section shall be construed to prohibit or  
1244 limit the ability of the Tribe and appropriate state and local agen-  
1245 cies to negotiate cross-deputization or other cooperative law  
1246 enforcement arrangements as they deem appropriate.

1247 Article IX. DISPUTE RESOLUTION PROVISIONS.

1248 (a) Voluntary Resolution; Reference to Other Means of Resolu-  
1249 tion.

1250 In recognition of the government-to-government relationship of  
1251 the Tribe and the Commonwealth, the parties shall make their best  
1252 efforts to resolve disputes that occur under this Gaming Compact  
1253 (hereafter collectively, "Disputes") by good faith negotiations  
1254 whenever possible. Therefore, without prejudice to the right of  
1255 either party to seek injunctive relief against the other when cir-  
1256 cumstances require that immediate relief, the parties hereby estab-  
1257 lish a threshold requirement that disputes between the Tribe and  
1258 the Commonwealth first be subjected to a process of meeting and  
1259 conferring in order to foster a spirit of cooperation and efficiency  
1260 in the administration and monitoring of performance and compli-  
1261 ance by each other with the terms, provisions, and conditions of  
1262 this Gaming Compact, as follows:

1263 (1) Either party shall give the other, as soon as possible after  
1264 the event giving rise to the Dispute, a written notice setting forth  
1265 the issues to be resolved.

1266 (2) The parties shall meet and confer in a good faith attempt to  
1267 resolve the Dispute through negotiation not later than 10 days  
1268 after receipt of the notice, unless both parties agree in writing to  
1269 an extension of time.

1270 (3) If the Dispute is not resolved to the satisfaction of the par-  
1271 ties within 20 days after the first meeting, then a party may seek  
1272 to have the Dispute resolved by an arbitrator in accordance with  
1273 this section. “Dispute,” for purposes of this subdivision, means  
1274 any disagreement between the Massachusetts Gaming Commis-  
1275 sion and the Tribal Gaming Agency in reference to the provisions  
1276 of Articles IV to VIII(a)(15), inclusive.

1277 (b) Arbitration Rules.

1278 Arbitration shall be conducted in accordance with the policies  
1279 and procedures of the Commercial Arbitration Rules of the Amer-  
1280 ican Arbitration Association. Each side shall bear its own costs,  
1281 attorneys’ fees, and one-half the cost of the arbitration. Only one  
1282 arbitrator may be named, unless the Tribe and the Commonwealth  
1283 agree otherwise. The decision of the arbitrator shall be binding.

1284 (c) No Waiver or Preclusion of Other Means of Dispute Resolu-  
1285 tion.

1286 This section may not be construed to waive, limit, or restrict  
1287 any remedy that is otherwise available to either party, nor may this  
1288 section be construed to preclude, limit, or restrict the ability of the  
1289 parties to pursue, by mutual agreement, any other method of dis-  
1290 pute resolution, including, but not limited to, mediation or utiliza-  
1291 tion of a technical advisor to the Tribal Gaming Agency and/or  
1292 Massachusetts Gaming Commission, provided that neither party is  
1293 under any obligation to agree to such alternative method of dis-  
1294 pute resolution.

1295 (d) Limited Waiver of Sovereign Immunity.

1296 (1) The Commonwealth and the Tribe expressly consent to be  
1297 sued in federal court or a court of competent jurisdiction and  
1298 waive any immunity there from that they may have, provided that:

1299 (i) The dispute is limited solely to issues arising under this  
1300 Gaming Compact;

1301 (ii) Neither side makes any claim for monetary damages (that  
1302 is, only injunctive, specific performance, or declaratory relief is  
1303 sought);

1304 (iii) No person or entity other than the Tribe and the Common-  
1305 wealth are parties to the action; and

1306 (iv) The action is to compel arbitration or an arbitration pro-  
1307 ceeding to confirm or enforce an arbitration award, and any appel-  
1308 late proceedings emanating from a matter in which an immunity  
1309 waiver has been granted.

1310 (2) In the event of intervention by any additional party into any  
1311 such action without the consent of the Tribe and the Common-  
1312 wealth, the waivers of both the Tribe and Commonwealth pro-  
1313 vided for herein shall be deemed to be revoked and void.

1314 (3) Except as stated herein, no other waivers or consents to be  
1315 sued, either express or implied, are granted by either party.

1316 Article X. PUBLIC HEALTH, SAFETY, AND LIABILITY.

1317 (a) Compliance.

1318 For the purposes of this Gaming Compact, the Gaming Opera-  
1319 tion shall comply with and enforce standards no less stringent than  
1320 the following with respect to public health and safety:

1321 (1) Public health standards for food and beverage handling in  
1322 accordance with United States Public Health Service require-  
1323 ments;

1324 (2) Federal water quality and safe drinking water standards;

1325 (3) The building and safety standards set forth in Article VI(d);

1326 (4) A requirement that the Tribe carry no less than ten million  
1327 dollars (\$10,000,000) per occurrence and five million dollars  
1328 (\$5,000,000) in public liability insurance for patron claims, and  
1329 that the Tribe provide reasonable assurance that those claims will  
1330 be promptly and fairly adjudicated, and that legitimate claims will  
1331 be paid, provided that nothing herein requires the Tribe to agree to  
1332 liability for punitive damages or attorneys' fees;

1333 (5) Tribal Law and other applicable federal law regarding  
1334 public health and safety; and

1335 (6) The creation and maintenance of a system that provides  
1336 redress for employee work-related injuries, disabilities, and unem-  
1337 ployment through requiring insurance or self-insurance, or by  
1338 other means, which system includes the right to notice, hearings,  
1339 and a means of enforcement and provides benefits comparable to  
1340 those mandated for comparable workplaces under the law of the  
1341 Commonwealth.

1342 (b) Emergency Service Accessibility.

1343 The Gaming Operation shall ensure that it has made reasonable  
1344 provisions for adequate emergency fire, medical, and related relief  
1345 and disaster services for patrons and employees of the Gaming  
1346 Facility.

1347 (c) Alcoholic Beverage Service.

1348 Standards for alcohol service shall be equivalent to applicable  
1349 state law.

1350 Article XI. EFFECTIVE DATE.

1351 This Gaming Compact shall constitute the agreement between  
1352 the Commonwealth and the Tribe pursuant to IGRA and may be  
1353 amended and modified only under the provisions set forth herein.  
1354 This Gaming Compact shall take effect upon publication of notice  
1355 of approval by the Secretary of the Interior in the Federal Register  
1356 in accordance with applicable federal law (25 U.S.C. Sec.  
1357 2710(d)(3)(B)).

1358 Article XII. AMENDMENTS.

1359 The terms and conditions of this Gaming Compact may be  
1360 amended at any time by the mutual and written agreement of duly  
1361 authorized agents of both parties, and such amendment is  
1362 approved hereby as part of the Act. All requests to amend shall be  
1363 in writing, and shall include the activities or circumstances to be  
1364 negotiated together with a statement of the basis supporting the  
1365 request. Unless expressly provided otherwise herein, all matters  
1366 involving negotiations or other amendatory processes under this  
1367 section shall be governed, controlled, and conducted (a) in confor-  
1368 mity with the provisions and requirements of IGRA, including  
1369 those provisions regarding the obligation of the Commonwealth to  
1370 negotiate in good faith and the enforcement of that obligation in  
1371 federal court, as to which obligation and actions in federal court  
1372 the Commonwealth hereby agrees and consents to be sued in that  
1373 court system, and (b) in conformity with the authority of the Sec-  
1374 retary of the Interior to adopt procedures for the Tribe's engage-  
1375 ment in Class III Gaming if no agreement in a Gaming Compact  
1376 can be reached and the Commonwealth has failed to negotiate in  
1377 good faith. The Tribe and the Commonwealth are hereby autho-  
1378 rized to designate the person or agency responsible for conducting  
1379 the negotiations, and shall execute any documents necessary as a  
1380 result thereof.

1381 Article XIII. NOTICES.

1382 Unless otherwise indicated by this Gaming Compact, all notices  
1383 required or authorized to be served shall be served by first-class  
1384 mail upon the following individuals:

1385 Governor of the Commonwealth

1386 [insert name and address]

1387 Tribal Chairperson

1388 [insert name and address]

1389 President of the Senate

1390 [insert name and address]

1391 Speaker of the House of Representatives

1392 [insert name and address]

1393 Article XIV. SEVERABILITY.

1394 In the event that any section or provision of this Gaming Com-  
1395 pact is held invalid, or its application to any particular activity is  
1396 held invalid, it is the intent of the parties that the remaining sec-  
1397 tions of this Gaming Compact continue in full force and effect,  
1398 provided that, in the event provisions must be added to this  
1399 Gaming Compact in order to preserve the intentions of the parties  
1400 in light of that invalidity, the parties shall promptly negotiate  
1401 those provisions in good faith.

1402 Article XV. CHANGES IN IGRA.

1403 This Gaming Compact is intended to meet the requirements of  
1404 IGRA or any successor statute, as in effect on the date this  
1405 Gaming Compact becomes effective. Subsequent changes to  
1406 IGRA that diminish the rights of the Commonwealth or the Tribe  
1407 may not be applied retroactively to this Gaming Compact, except  
1408 to the extent that federal law validly mandates that diminishment  
1409 without the Commonwealth's or the Tribe's respective consent.

1410 Article XVI. MISCELLANEOUS.

1411 (a) The parties agree that, in order to further the intent of the  
1412 parties and the goals of the Act, and to implement this Gaming  
1413 Compact in a manner consistent therewith, this Gaming Compact  
1414 shall be amended by mutual consent, arrived at as the result of  
1415 good faith negotiations, if necessary to clarify or effectuate the  
1416 goals and intent of this Gaming Compact and the Act, to the  
1417 extent that the goals and intent are not addressed, or are ambigu-  
1418 ously or incompletely provided for herein, provided that nothing  
1419 in this section may delay the effective date or implementation of  
1420 this Gaming Compact.

1421 (b) Any agency or other subdivision of the Commonwealth pro-  
1422 viding regulatory or other services to the Tribe pursuant to this  
1423 Gaming Compact shall be entitled to reimbursement from the  
1424 Tribe for the actual and reasonable cost of those services, and the  
1425 Tribe shall promptly pay that reimbursement to that agency or  
1426 subdivision upon receipt of itemized invoices therefor. Any dis-  
1427 putes concerning the reasonableness of any claim for reimburse-

1428 ment shall be resolved in accordance with the dispute resolution  
1429 procedures set forth in Article IX.

1430 (c) This Gaming Compact sets forth the full and complete  
1431 agreement of the parties and supersedes any prior agreements or  
1432 understandings with respect to the subject matter hereof.

1433 (FORMAL NAME OF TRIBE)

1434 By \_\_\_\_\_ DATED: \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_  
1435 Chairperson

1436 THE COMMONWEALTH OF MASSACHUSETTS

1437 Tribal-Commonwealth Compact Commission

1438 By \_\_\_\_\_ DATED: \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.”

1439 [END OF GAMING COMPACT]

1440 (e) The Gaming Compact offered in Part (d) of this Section  
1441 shall, to the extent permitted by law, be deemed agreed to,  
1442 approved, and executed by the Commonwealth in the event that a  
1443 request therefor is duly made by an Indian Tribe in accordance  
1444 with Part (d) of this Section and it is not executed by the Commis-  
1445 sion within the time prescribed in this chapter, provided that, in  
1446 the event this provision is deemed to be unlawful or ineffective  
1447 for any reason, or if the Indian Tribe in its discretion seeks to  
1448 compel execution of the Gaming Compact through court action,  
1449 the Commonwealth hereby submits to the jurisdiction of the  
1450 courts of the United States in any action brought against the Com-  
1451 monwealth by any Indian Tribe asserting any cause of action  
1452 arising from the Commonwealth’s refusal to execute the Gaming  
1453 Compact offered in Part (d) of this Section upon an Indian Tribe’s  
1454 request therefor. Without limiting the foregoing, the Common-  
1455 wealth also submits to the jurisdiction of the courts of the United  
1456 States in any action brought against the Commonwealth by any  
1457 Indian Tribe in the Commonwealth asserting any cause of action  
1458 arising from the Commonwealth’s refusal to enter into negotia-  
1459 tions with that tribe for the purpose of entering into a different  
1460 Gaming Compact pursuant to IGRA or to conduct those negotia-  
1461 tions in good faith, the state’s refusal to enter into negotiations  
1462 concerning the amendment of a Gaming Compact to which the  
1463 state is a party, or to negotiate in good faith concerning that  
1464 amendment, or the state’s violation of the terms of any Gaming  
1465 Compact to which the Commonwealth is or may become a party.

1466 (f) The gaming authorized pursuant to this chapter, including,  
1467 but not limited to, the gaming authorized pursuant to the Gaming  
1468 Compact set forth in Part (d) of this Section, is not subject to any  
1469 prohibition in state law now or hereafter enacted.

1470 (g) If any provision of this Section or the application thereof to  
1471 any person or circumstance is held invalid, that invalidity may not  
1472 affect other provisions or applications of this chapter that can be  
1473 given effect without the invalid provision or application, and to  
1474 this end the provisions of this chapter are severable.

1475 (h) The provisions of the Gaming Compact set forth in Part (d)  
1476 of this Section are hereby incorporated into state law, and all  
1477 Gaming Activities authorized therein are expressly declared to be  
1478 permitted as a matter of state law to any Indian Tribe entering into  
1479 the Gaming Compact in accordance with this chapter.

1480 (i) Nothing in this chapter may be construed to limit the ability  
1481 of an Indian Tribe to request that a Gaming Compact be negoti-  
1482 ated with the Commonwealth on terms that are different from  
1483 those set forth in the Gaming Compact under this chapter, or the  
1484 ability of the Commonwealth to engage in those negotiations and  
1485 to reach agreement under IGRA. Except for assessments by the  
1486 Commonwealth as provided therein of such amounts as are neces-  
1487 sary to defray its costs of regulating activities as provided under  
1488 the Gaming Compact, nothing in this chapter may be construed to  
1489 mean that, in offering the Gaming Compact to Indian Tribes in the  
1490 Commonwealth under Part (d) of this Section, (a) the Common-  
1491 wealth is imposing any tax, fee, charge, or other assessment upon  
1492 an Indian Tribe or upon any other person or entity authorized by  
1493 an Indian Tribe as a condition to engaging in a Class III Gaming,  
1494 or (b) the Commonwealth is refusing to enter into Gaming Com-  
1495 pact negotiations based upon the lack of authority of the Com-  
1496 monwealth, or of any political subdivision of the Commonwealth,  
1497 to impose such a tax, fee, charge, or other assessment.

1498 (j) No amendment to the Gaming Compact as provided for  
1499 therein or under this chapter requires further approval by the Leg-  
1500 islatre or the electorate.